

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MISCELLANEOUS

14.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

14.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

14.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

14.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

14.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

14.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

14.7. There is no third party beneficiary to this Contract.

14.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

14.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

14.10. Unless the parties have elected on the Base Contract not to make this Section 14.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, or (iv) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

14.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____ Transaction Confirmation #: _____	
<small>This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.</small>		
SELLER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	
Contract Price: \$ _____ /MMBtu or _____		
Delivery Period: Begin: _____ End: _____		
Performance Obligation and Contract Quantity: (Select One)		
Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	Interruptible: Up to _____ MMBtus/day
Delivery Point(s): _____ (If a pooling point is used, list a specific geographic and pipeline location):		
Special Conditions:		
Seller: By: _____ Title: _____ Date: _____	Buyer: By: _____ Title: _____ Date: _____	

REDACTED

Special Provisions to the NAESB Base Contract

CoEnergy Trading Company ("CTC") and Boston Gas Co., DBA Keyspan Energy Delivery, N.E. ("Counterparty") hereby agree to the following Special Provisions ("Special Provisions") to the NAESB Base Contract for Sale and Purchase of Natural Gas ("Base Contract"), which hereby modifies and amends the Base Contract dated and effective as of June 1, 2003. Unless specifically agreed otherwise in a Transaction Confirmation, the Base Contract, as modified by these Special Provisions, shall apply to all transactions for the purchase and sale of Gas (each a "Transaction") between the Parties. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Base Contract.

1. The first sentence of Section 10.1 is hereby amended by adding "adverse market exposure to X, or" in the second line after the word "limitation,".
2. Section 14.4 is hereby amended by adding the following new sentence at the end of the section:
"The parties confirm the terms of all transactions related to the sale and purchase of Gas between the parties as evidenced by the written confirmations with respect thereto, and agree that such transactions are, effective as of the Effective Date, governed by this Base Contract, and are part of the single integrated agreement between the parties."
3. The first sentence of Section 14.10 is hereby amended by adding "affiliates," in the second line after the words "(other than the)".
4. The following paragraph shall be added as a new Section 15 to the Base Contract:

"Section 15. DISPUTE RESOLUTION and ARBITRATION.

Any dispute relating to this Agreement shall first be referred in writing to a senior representative of each Party for resolution. If the senior representatives are unable to resolve the dispute within thirty (30) days after the date of the written notice, this dispute shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. Such arbitration shall be held in alternating locations of the home offices of the parties, commencing with the location of the party that did not file the demand for arbitration. A single arbitrator shall be selected under the expedited rules of the AAA. Only damages allowed pursuant to this Agreement may be awarded, and the arbitrator shall have no authority to award treble, exemplary or punitive damages of any type under any circumstances whether or not such damages may be available under state or federal law, or the Commercial Arbitration Rules of the AAA, the Parties hereby waiving their right, if any, to recover any such damages."

IN WITNESS WHEREOF, the parties have executed these Special Provisions to supplement, and, where applicable, to modify and supersede the Base Contract by and between the parties.

COENERGY TRADING COMPANY

Legal:
AAT

By: Sharon Crow

Name: Sharon Crow

Title: Vice President

Date: _____

BOSTON GAS CO., dba KEYSpan ENERGY
DELIVERY, N.E.

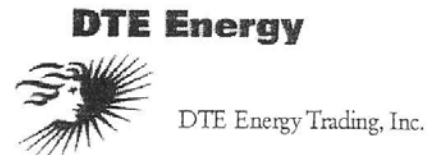
By: Nancy G. Culliford ^{1st}

Name: Nancy G. Culliford

Title: Manager Gas Resources

Date: May 13, 2003

REDACTED



July 7, 2005

Notice of Merger

Effective August 1, 2005, DTE Energy Trading, Inc. (DTEET) and CoEnergy Trading Company (CTC) will complete an internal reorganization that results in the merger of both companies. The surviving entity will be known as DTE Energy Trading, Inc.

DTEET and CTC are both wholly owned subsidiaries of their ultimate parent company, DTE Energy Company. Any guaranty obligations provided by DTE Energy Company on behalf of DTEET or CTC remain legally valid and binding obligations of DTE Energy Company, and are unaffected by the merger. Therefore, this internal reorganization will have no effect on the credit support provided by, or the credit ratings of, DTE Energy Company.

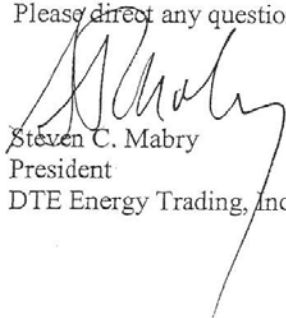
Please be advised that all future check payments made on or after August 1, 2005 should be made payable to DTE Energy Trading, Inc. and mailed to the following address:

DTE Energy Trading, Inc.
Attn: Accounts Payable
414 S. Main St., Suite 200
Ann Arbor, MI 48104

To the extent that your company has duplicative contracts for the same commodity with both DTEET and CTC, any active deals will continue to be governed by the contract under which the deal was consummated. We will contact you soon regarding the possible termination of any obsolete or redundant contracts. Similarly, to the extent that you have multiple guarantees from DTE Energy Company to cover separate contracts with DTEET and CTC, our Credit Department will contact you to discuss the possible consolidation of such guarantees. In the meantime, all such guarantees remain legally valid and binding.

DTE Energy Trading, Inc. looks forward to continuing our business relationship. We are excited about the opportunity to realize the synergies and combined strength of DTEET and CTC.

Please direct any questions to the appropriate person on the attached data sheet.


Steven C. Mabry
President
DTE Energy Trading, Inc.

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DTE Energy



DTE Energy Trading, Inc.

DATA SHEET

Mailing Address:

414 South Main Street
Suite 200
Ann Arbor, MI 48104
Phone: (734) 887-2000

DUNS Number: 17-998-9231
Federal Tax ID: 38-3323-526
GST Number: 853610533

PAYMENT INFORMATION

Wire Transfer:

Power

JPMorgan Chase Bank
Detroit, MI
ABA #: 072000326
Acct #: 14379-63

Gas

JPMorgan Chase Bank
Detroit, MI
ABA #: 072000326
Acct #: 12534-83

CONTACT INFORMATION

Contract Administration/Notices:

Attn: Contract Administration
414 South Main Street, Suite 200
Ann Arbor, MI 48104

Operations / Nominations:

Gas

Margo Pardi (pardim@dteenergy.com)
Telephone: (734) 887-4015
24 hr Phone: (800) 506-9857
Fax: (734) 887-4060

Gas

Jim Buck (buckj@dteenergy.com)
Telephone: (734) 887-4039
Fax: (734) 887-4061

Power:

Rick Schmelz (schmelzr@dteenergy.com)
Telephone: (734) 887-4175
Fax: (734) 887-2092

Power:

Marcia Hisson (hissongm@dteenergy.com)
Telephone: (734) 887-2042
Fax: (734) 887-2235

Accounting:

Gas

Joyce Leslie (lesliej@dteenergy.com)
Telephone: (734) 887-4009
Fax: (734) 887-4063

Transaction Confirmations:

Gas

Attention: Deal Assistant
Telephone: (734) 887-4200
Fax: (734) 887-4062

Power

Chris Hnilica (hnilicac@dteenergy.com)
Telephone: (734) 887-2021
Fax: (734) 887-4063

Power

Attention: Deal Assistant
Telephone: (734) 887-2025
Fax: (734) 887-2056

Credit:

Carl Borghi (borghic@dteenergy.com)
Phone: (734) 887-2134
Fax: (734) 887-4065

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